CONSTITUTIONAL LAW—DUE PROCESS AND EQUAL PROTECTION—EXERCISE OF APPEAL BY INDIGENTS IN CRIMINAL ACTIONS

Defendant was convicted on four counts arising out of burglary. With a notice of appeal he also filed a motion requesting the trial court to direct the County Commissioners to pay for a bill of exceptions; this motion was overruled. On appeal it was held that the defendant was not entitled as a matter of law to a bill of exceptions at the expense of the state upon a showing of indigency. *State v. Trunzo*, 137 N.E. 2d 511 (Ohio Ct. App. 1956).

The decision in the principal case was handed down less than seven months after the Supreme Court of the United States decided the case of *Griffin v. Illinois*.[1] There it was held that when a state grants the right to appellate review in criminal cases, the due process[2] and equal protection clauses of the Fourteenth Amendment require that indigent defendants be afforded some means of raising any alleged error in the trial court which could have been raised under the same circumstances by a person of sufficient means.

Though *Griffin* was not cited in the opinion, it appears that the construction given by the *Trunzo* court to the code provisions concerning acquisition of a bill of exceptions by a criminal defendant falls squarely within the constitutional prohibition. Trunzo alleged indigency and there is little doubt that he was unable to demonstrate certain of the alleged trial court errors without a bill of exceptions.[3] Nor does it appear that the trial court refused the application for a bill of exceptions because the alleged grounds of error were asserted frivolously or in bad faith.[4] Obviously a person of sufficient means could have raised these alleged errors by purchasing a transcript.

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[1] 351 U.S. 12 (1956); noted 42 A.B.A.J. 561 (1956); 70 Harv. L. Rev. 126 (1956); 55 Mich. L. Rev. 413 (1957); 17 Ohio St. L.J. 553 (1956); 30 Temple L.Q. (1956); 34 Texas L. Rev. 1083 (1956); 1956 U. Ill. L.F. 501 (1956); 10 Vand. L. Rev. 79 (1956); 3 Wayne L. Rev. 62 (1956); 59 W. Va. L. Rev. 79 (1956).

[2] There has been some speculation as to whether the Griffin holding incorporates due process as a basis of decision. See, e.g., 55 Mich. L. Rev. 413 (1957). See also the opinion of the Supreme Court of Illinois on remand. "* * * Illinois violates the equal protection clause of the fourteenth amendment (and perhaps the due process clause as well) when it denies such a review * * *." People v. Griffin, 137 N.E. 2d 485, 486 (Ill. 1956). But cf. the dissenting opinion of Judge Frank in U.S. v. Johnson, 238 F. 2d 565, 567 (1956), where he states without qualification that the *Griffin* decision rests on both clauses.

[3] "The other errors assigned are not argued in the defendant's brief and, therefore, will not be considered. Such claims of error are not considered for the further reason that they could only be demonstrated by a bill of exceptions which was not filed in this case." State v. Trunzo, 137 N.E. 2d 511, 513 (Ohio Ct. app. 1956).

[4] In this connection see infra note 15, and the discussion of U.S. v. Johnson in the text.

If, then, this decision disregards the fundamental guarantees announced in *Griffin*, the state court's reliance upon statute is unavailing. By virtue of Article VI, paragraph two of the Constitution of the United States, that instrument's requirements are controlling, notwithstanding the absence of state enabling legislation. The constitutional minimum must be observed. The language of *Griffin* was carefully framed to avoid the implication that this minimum required the states to furnish bills of exception if some other method of demonstrating alleged trial court errors were available. Seemingly, then, some document short of a full transcript, such as a bystander's bill of exceptions, would suffice.

Despite the statutory construction adopted in the principal case, there is some evidence indicating that the General Assembly of Ohio, even prior to *Griffin*, intended to provide more adequately for requests such as that made by Trunzo. A literal reading of Revised Code §§2301.23—2301.25[5] gives no suggestion that it is within the discretion of the trial court to refuse the application of an indigent criminal defendant for a bill of exceptions. The court, however, noted that these sections must be read in pari materia with Revised Code §2953.03[6] which makes reference to a tender of proper fees with an application for a complete certified transcript of record. Based on this section it concluded that free transcripts are a matter of grace and that trial courts are not required in all events to grant such requests as made by Trunzo.

As authority for this construction the court cites the case of *Poppa*

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[5] 2301.23 Transcripts of testimony furnished party if requested.

When shorthand notes have been taken in a case * * *, if the court, either party to the suit, or his attorney, requests transcripts of any portion of such notes in longhand, the shorthand reporter reporting the case shall make full and accurate transcripts thereof for the use of such court or party. * * *

2301.24 Compensation for making transcripts and copies.

* * * The compensation for transcripts made in criminal cases, by request of the prosecuting attorney *or the defendant,* and transcripts ordered by the court in either criminal or civil cases, and copies of decisions and charges furnished by direction of the court shall be paid from the county treasury, and taxed and collected as other costs. * * * (Emphasis added).

2301.25 Costs of transcript.

When ordered by the prosecuting attorney *or the defendant* in a criminal case * * * the costs of transcripts mentioned in section 2301.23 of the Revised Code, shall be taxed as costs in the case, collected as other costs, and paid by the clerk of courts of common pleas, quarterly, into the general treasury, and credited to the general fund. * * * (Emphasis added).

[6] 2953.03 Transcript to be furnished.

On application by or on behalf of the accused, to an officer required to make a record or docket entries in a criminal case * * * *and upon tender of the proper fee,* such officer shall make and deliver to such accused, or his counsel, a complete certified transcript of the record, omitting therefrom, if so requested, a bill of exceptions. * * * (Emphasis added).

v. Wanamaker.[7] The support lent by that case may be questioned on several grounds. The application in the *Poppa* case was made several years after the right of appeal had lapsed and was refused on those grounds, while the appeal in *Trunzo* was timely.[8] That the *Poppa* court was concerned with the application for a transcript solely under those circumstances is further illustrated by the authority cited for its decision. In *State v. Edwards*[9] the defendant failed to file a notice of appeal within the time prescribed by statute. There the defendant argued that failure to allow an appeal after the statutory time limit had elapsed was a denial of due process of law. The court held that it was wholly within the discretion of the state to allow appeal or not, and that once allowed, it may be granted on such terms and conditions as the legislature deems proper. While the application of this principle to the setting of time limits on the exercise of appeal is undoubtedly sound, its validity as a general proposition can no longer be accepted. Indeed this was, as the major premise of the prosecution, rejected in *Griffin v. Illinois*.[10]

The construction argued for by Trunzo finds support from at least two sources. In the course of the majority opinion in *Griffin v. Illinois*, Revised Code §2301.24[11] is cited in a context[12] suggesting that it provides transcripts for criminal defendants upon a showing of indigency. The opinion of Justice Black does not suggest that he anticipated the construction put on this section by the *Trunzo* court.

The Attorney General of Ohio, in 1935, rendered an opinion[13] as to whether the Court stenographer might require fees to be paid in advance when a defendant, convicted of a felony, requests a transcript

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[7] 128 N.E. 2d 764 (Ohio 1954).

[8] Within three days of judgment and sentence, defendant filed a motion for new trial which was overruled on January 16, 1956. Notice of appeal and motion for a bill of exceptions were filed January 25, 1956. State v. Trunzo, 137 N.E. 2d 511, 512 (Ohio 1956).

[9] 157 Ohio St. 175, 105 N.E. 2d 259 (1952).

[10] See *supra* note 1.

[11] See *supra* note 5.

[12] "All of the states now provide some method of appeal from criminal convictions, recognizing the importance of appellate review to correct adjudication of guilt or innocence. Statistics show that a substantial proportion of criminal convictions are reversed by state appellate courts. Thus to deny adequate review to the poor means that many of them may loose their life, liberty or property because of unjust convictions which appellate courts would set aside. Many states have recognized this and provide aid for the convicted defendants who have a right to appeal and need a transcript but are unable to pay for it. [Ohio Revised Code §2301.24 is cited at this point]. A few have not. Such denial is a misfit in a country dedicated to affording equal justice to all and special privileges to none in the administration of its criminal law. There can be no equal justice when the kind of trial a man gets depends on the amount of money he has. Destitute defendants must be afforded as adequate appellate review as defendants who have money enough to buy transcripts." Griffin v. Illinois, 351 U.S. 12, 18 (1956).

[13] 1935 O.A.G. No. 3645.

for the purpose of appeal on error.[14] With particular reference to the "tender of proper fees" provision stressed in *Trunzo*, the opinion proceeds:

> A careful examination of these sections tends to the conclusion that the legislature intended that the defendant should advance to the clerk of courts the cost of preparing the transcript of the docket and journal entries and not that the defendant must advance the cost of preparing the transcript of testimony and charges of the Court. While perhaps not relevant to the question, it might be pertinent to point out that any other conclusion than the one herein reached would seriously jeopardize the chances of an indigent prisoner having his conviction reviewed by an appellate court.

It appears, then, that there is some basis for including the applications of indigent defendants for a full bill of exceptions within the present statutory framework. But whether or not the present statutory wording can properly be said to meet this newly fixed constitutional requirement, the desirability of legislative revision should be carefully considered.

An example of the problems likely to arise under the present Ohio statutes is found in the case of *U. S. v. Johnson*.[15] That case was one of the first to test the scope of the *Griffin* doctrine. There an indigent's request for leave to appeal *in forma pauperis* was denied upon the trial court's certification that the appeal was frivolous, lacking in merit, and not taken in good faith. Over the vigorous dissent of the late Judge Frank, the applicability of *Griffin* was denied.

The United States Supreme Court reversed this disposition in a Per Curiam opinion[16] without reference to the *Griffin* case, the effect of which was argued at length in both majority and dissenting opinions in the Court of Appeals. While the Supreme Court avoided an express endorsement of the views set forth by Judge Frank in his dissent, it is interesting to note that he felt compelled by *Griffin*, not only to regard the trial court's certification of bad faith as subject to review, but also to appoint counsel to assist in presenting the grounds of alleged error. The Supreme Court subsequently directed the appointment of counsel.

The implications of *Griffin*, then, go beyond the mere refusal of the trial court to furnish an indigent with a transcript for appeal. Its rationale seems clearly to extend previous requirements of the Fourteenth Amendment for the appointment of counsel at state expense at both trial and appellate levels.[17] The equal protection basis of *Griffin* seems to

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[14] The code sections construed in the opinion were General Code §§1552, 1553 and 13459-2, the forerunners of Revised Code §§2301.24, 2301.25 and 2953.03 respectively, set forth in notes 5 and 6, *supra*. There has been substantially no change from the provisions in effect in 1935.

[15] 238 F. 2d 565 (1956).

[16] 77 Sup. Ct. 550 (1957).

[17] See generally, BEANY, RIGHT TO COUNSEL. See also 17 Ohio St. L.J. 553, 556 (1956). At present the state must appoint trial counsel for indigent defendants in

extend to state provision for all expenses necessarily incurred to take reasonable advantage of the right of appeal. The necessity of counsel in most cases is apparent. Under present Ohio law there is no doubt that adequate provisions have been made for the assistance of counsel in trial court proceedings.[18] There does not, however, seem to be a clear holding that this right to the appointment of counsel extends to the exercise of appeal.

It seems beyond the necessary exercise of judicial competence to provide, under present statutes, for solutions to all the problems raised by *Griffin*. As cases of this nature appear before appellate courts, they will be needlessly burdened with devising instructions on remand which comply with the dictates of the Fourteenth Amendment. More appropriate would be legislation providing, at state expense, an unqualified right to a free transcript and to the assistance of counsel at both trial and appellate levels. While more conservative action would meet the minimum requirements of *Griffin*, such minimal legislation would probably be subjected to repeated attacks in this era of expanding due process and equal protection.[19] A progressive legislature should not discount the more liberal approach in the absence of convincing evidence that the cost to the state would be prohibitive or that a breakdown of criminal appellate machinery would result.[20]

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all capital cases but in non-capital cases only when special circumstances exist. Due process and equal protection do not require the state to provide counsel in the usual non-capital case nor for the prosecution of an appeal.

[18] Ohio Revised Code §§2941.50 and 2941.51.

[19] The Judicial Council of Ohio has suggested that Revised Code §2301.25 be amended by addition of the following sentence: "The court of common pleas may require the defendant in a criminal case to make an advance deposit to secure the cost of such transcript, but if the defendant makes an affidavit of inability either to prepay or to give security for such transcript, the charge for preparation thereof shall be taxed and collected as other costs." Thirteenth Report of the Judicial Council of Ohio to the General Assembly of Ohio, 19. At this writing that suggestion has been incorporated in proposed Senate Bill No. 267, 102nd General Assembly.

[20] As regards cost to the state and the crowding of appellate dockets, see Judge Frank's dissent in U.S. v. Johnson, 238 F. 2d 565, 571 (1956). Note also the admonition of Beany: "Certain states have created an example which all might follow with advantage. But here, as in other matters of law, the decisions of the federal courts will bring about change and advance in piecemeal fashion. Yet advancement there must be in the conduct of the state courts if the hand of the United States Supreme Court is to be restrained." BEANY, RIGHT TO COUNSEL, 141.

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LABOR LAW—TAFT-HARTLEY ACT—EFFECT OF 60 DAY "COOLING-OFF" PROVISION ON MODIFICATION OF LONG TERM AGREEMENTS

Respondent Lion Oil Company and the Oil Workers International Union CIO, entered into a collective agreement which contained a two-step provision for modification and termination, as follows:

> This agreement shall remain in full force and effect for a period beginning October 23, 1950, and ending October 23, 1951, and thereafter in this Article provided. This agreement may be cancelled and terminated by the Company or the Union as of a date subsequent to October 23, 1951, by compliance with the following procedure:
> (a) If either party to this agreement desires to amend the terms of this agreement, it shall notify the other party in writing of its desire to that effect, by registered mail. No such notice shall be given prior to August 24, 1951. Within the period of 60 days, immediately following the date of the receipt of said notice by the party to which notice is so delivered, the Company and the Union shall attempt to agree to the desired amendments to this agreement.
> (b) If an agreement with respect to amendment of this agreement has not been reached within the 60 day period mentioned in the sub-section immediately preceding, either party may terminate this agreement thereafter upon not less than sixty days' written notice to the other. Any such notice of termination shall state the date upon which the termination of this agreement shall be effective.

The union served notice on the company on August 24, 1951 and all provisions of section (a) of the agreement were fulfilled. At the time of the written notification to the company, the union sent copies of the notice to the Federal Mediation and Conciliation Service and to the Arkansas Labor Commissioner to comply with §8(d)(3) of the National Labor Relations Act, as amended (commonly known as the Taft-Hartley Act). Without giving separate notification in compliance with section (b) of the contract the union struck the plant on April 30, 1952. Since no notice was given setting up a termination date for the contract, a collective bargaining agreement was in effect at all times up to the date of the strike. The company declared the strike to be in violation of §8(d)(4) of the Act. This section provides:

> Where there is in effect a collective bargaining contract, covering employees in an industry affecting commerce, the duty to bargain collectively shall also mean that no party shall terminate or modify such contract unless the party desiring such termination or modification * * * (4) continues in full force and effect, without resorting to strike or lock-out, all the terms and conditions of the existing contract for a period of sixty days after such notice is given or until the expiration date of such contract, whichever occurs later: * * *

The effect of failing to observe the "cooling-off" period is stipulated in the same subsection as loss of "status as an employee of the employer engaged in the particular labor dispute, for the purposes of sections 8, 9 and 10 of this Act * * *".

Section 10 designates the methods by which the employee may obtain redress against actions of the employer which are listed in §8 as unfair labor practices. Therefore, an employee who has struck in violation of §8(d)(4) is not entitled to any protection under the Act even though such employer activity is listed as an unfair labor practice under §8.

During the strike the company refused to bargain collectively and attempted to coerce the union into ending the strike by summarily discharging some striking workers and forcing others to sign restrictive agreements in order to be reinstated. Contending that the activities of the company during the strike were unfair labor practices as set forth in §§8(a)(1), (3) and (5), the union filed a charge with the National Labor Relations Board. The union claimed that it had not violated the "cooling-off" provision of the Act and therefore was still entitled to its protection.

The Board found that the notices sent to the Mediation Service and to the Labor Commissioner complied with §8(d)(3) of the Act. Pointing out that the contract under which the parties were operating contained no specific expiration date within itself, the NLRB held that the notice of desire to modify given on August 24, followed by a wait of more than sixty days, satisfied the notice requirement of the Act. The NLRB ordered the company to cease and desist from the conduct charged.

The United States Court of Appeals for the Eighth Circuit set aside the Board's order on the authority of its interpretation of the "cooling-off" requirement in *United Packinghouse Workers, CIO v. NLRB*, 210 F. 2d 325 (8th Cir. 1954). The court construed the term "expiration date" as used in §8 to be synonymous with the termination date as set out in the contract. The court reasoned that since the notice to terminate, as mentioned in the contract, had not been given, the contract had not expired at the time of the strike and therefore the strikers had not complied with §8(d)(4). The court held that since the strikers had violated this waiting requirement of the Act, they necessarily lost their status as employees under the disabling clause of that provision and therefore had no standing to file a charge with the Board. The United States Supreme Court granted certiorari. *Held:* reversed, the Supreme Court adopting an interpretation of §8(d)(4) which was substantially the same as that reached by the majority of the NLRB; *i.e.*, that the term "expiration date" as used in the Act with reference to employment agreement is meant to encompass both the termination date of the agreement and the earliest date at which the agreement may be substantially modified. *National Labor Relations Board v. Lion Oil Company*, 325 U.S. 282 (1957).

In a unanimous opinion handed down by Mr. Chief Justice Warren the Supreme Court recognized that its responsibility lay in reaching a decision which reconciled, insofar as possible, the two major congressional purposes set forth in the Act: (1) stabilization of industrial relations, and (2) preservation of the freedom of labor to organize to better its conditions through collective bargaining.[1] The court had previously recognized that its function is to balance these divergent policies in the public interest and to avoid an interpretation of the "cooling-off" provision which would serve neither of these purposes.[2]

The court expressed its awareness that the need for clarification of the scope of §8(d) had become increasingly acute the past few years,[3] since in the interest of industrial stability provisions for reopening contracts for negotiation during their lifetime are becoming more common and the trend is toward executing labor contracts of longer duration.[4] These provisions are generally triggered by the occurrence of certain specified events,[5] or of a specified date.[6]

An analysis of the language of the statute and its legislative history supports the Supreme Court's interpretation of the scope of §8(d). This section contains three basic points. First, it defines collective bargaining. Secondly, it outlines a four-step procedure with which a party must comply before resorting to strike or lock-out: (1) serve written notice upon the other party sixty days prior to the *expiration date* thereof, or, as in the present case, in the event the contract contains no expiration date, sixty days prior to the proposed termination or modification, (2) an offer to meet and bargain with the other party, (3) notification of the Federal Mediation and Conciliation Service within thirty days after notice is given to the other party and a simultaneous notification to the state agency established to mediate and conciliate disputes within the state where the dispute occurs, (4) continuation of all terms and conditions of the existing contract without resorting to strike or lock-out

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[1] National Labor Relations Act, §§1, 8(d) as amended 29 U.S.C.A. §§151, 158(d); Labor Management Relations Act, 1947, §1(b) 29 U.S.C.A., §141(b). Mastro Plastics Corp. v. NLRB, 350 U.S. 270 (1956); Milk Drivers and Dairy Emp., Local 680 v. Cream-O-Land Dairy, 39 N.J. Super. 163, 120 A. 2d 630 (1956); 31 Am. Jur. 886; 173 ALR 1402.

[2] Mastro Plastics Corp. v. NLRB, *supra* note 1.

[3] The ambiguity of §8(d)(4) had led to four divergent interpretations in the present, action, three within the NLRB, the agency charged with effectuating the purpose of labor legislation; see also S. Rep. No. 986, 2d Sess., 62, 80th Cong.

[4] BNA, Collective Bargaining Negotiations and Contract Service, 36:301; Majority Senate Report, S. Rep. No. 105, 1st Sess., 24, 80th Cong.

[5] Merchants' Ladies Garment Assn. and ILGWU, (Increase in Cost of Living Index); Block Bros. Tobacco Co. and Brewery Workers Union, (Increase in Cost of Specific Product); Central States Carriers and Teamsters Union (Runaway Deflation); BNA, CBN & CS, 36:305-6.

[6] General Electric Corp. and IUE, (Three Years); Armour and Co. and Packinghouse Workers Union (reopenings within specified six month periods); BNA 303-4.

for a period of sixty days after notice or until the *expiration date* of such contract whichever occurs later. The third major point of §8(d) is the disabling clause referred to above.

Congress expressed the dominant purpose of §8(d) to be the prevention of the damaging effects of strikes brought without warning and to allow a cooling-off period during which differences might be discussed.[7] Since, in the present action, a notice of dispute was given to all the parties listed in §8(d) and was followed by collective bargaining for a period in excess of the required sixty days, it appears that the company could claim neither lack of warning nor lack of a "cooling-off" period. Therefore, it seems the congressional purpose for this section has been fullfilled.

The meaning of the language in §8(d)(4), "or until the expiration date of such contract, whichever occurs later," hinges upon the congressional meaning of the term "expiration date." The term is used in §8(d)(1) in conjunction with the terms "modification" and "termination". The Court noted that a notice of desired modification as well as a notice of desired termination would typically be served in advance of the date on which the contract was by its own terms subject to modification or termination. Therefore, the Court concluded that the congressional intent was to use "expiration date" to encompass both this modification date and the termination date in §8(d)(1). The Supreme Court supposed it reasonable to attribute a similar meaning to the same phrase in §8(d)(4).

The Court of Appeals seemingly failed to separate the sanctions provided in §8(d)(4) from the notice provisions set out in the contract itself. However, the majority Senate report for the Act stressed that failure to comply with contractual notice requirements which are more stringent than those expressed in §8(d)(4) is not an unfair labor practice if the Act itself is satisfied.[10] Therefore, for the purposes of the disabling clause in §8(d)(4), a breach of contract which does not involve a breach of the Act, is irrelevant.

Section 8(d)(3) of the Act makes it an unfair labor practice for a union to refuse to bargain collectively with an employer over modifications of collective agreements. It would be anomalous to force the union to bargain and at the same time to deprive the union of the power to strike, which is a major force depended on to facilitate arriving at satisfactory agreements. The Supreme Court strove to arrive at an interpretation which would be consistent with §13 of the Act which warns against interpreting any part of the Act in such a manner as to

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[7] 93 Cong. Rec. 3839, 5005, 5014.

[8] Mastro Plastics Corp. v. NLRB, *supra* note 1.

[9] S. Rep. No. 986, pt. 3 80th Cong. 2d Sess., at p. 62, reaches a similar conclusion.

[10] S. Rep. No. 105 on S. 1126, 80th Cong., 1st Sess., p. 25.

restrict the freedom of the union to strike unless the restriction is expressly provided for in the Act.[11] Congress recognized that the right of the union to bargain would be an empty one without the right to strike after a sixty day notice.[12]

The desirability of long term collective bargaining agreements with provisions to reopen from time to time for modification seems evident if the industrial stability towards which the Act is aimed is to be achieved. The construction given §8(d)(4) by the Court of Appeals would defeat these objectives. The unions would refuse to enter into them if the right to economic weapons in support of reasonable modifications were to be denied in the absence of agreed no-strike terms in the contract. In its struggle to retain some measure of freedom to bargain and equality of bargaining power with the employer the union would be forced to try to obtain the shortest term contract available, thereby disrupting, not achieving, industrial stability.

On the other hand, the Supreme Court's interpretation preserves an equality of bargaining power between management and labor so that stability can be realized through long-term collective bargaining agreements which are meaningful. The union is protected by being allowed to retain its strike threat as bargaining power to achieve modifications in a contract where the parties have provided for substantial changes in its provisions subject only to the notice requirements of §8(d). The employer is protected by the limitation on the strike threat afforded by the notice requirement and waiting period of the section. The employer may further protect himself by insertion of a no-strike clause in the contract. However, the Supreme Court's construction assures that, while the union may bargain away its right to strike, it won't be deprived of it without its consent.

By a process of looking to the whole law and its purposes the Supreme Court has arrived at a statutory construction which successfully furthers both major purposes of the Taft-Hartley Act and, on this previously highly ambiguous point, has achieved the balancing effect for which the proponents of the Act were striving.

Don R. Work

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[11] "Nothing in this Act, except as specifically provided for herein, shall be construed so as either to interfere with or impede or diminish in any way the right to strike, or to affect the limitations or qualifications of that right." 49 Stat. 457, as amended; 29 U.S.C.A., §163.

[12] S. Rep. No. 986, pt. 3, 80th Cong., 2d Sess., p. 62. This point was recognized by Senator Taft, who in 1949 introduced a clarifying amendment to §8(d). See S. Rep. No. 99, pt. 2, 81st Cong., 1st Sess., p. 42. The amendment passed the Senate, 95 Cong. Rec. 8717, but did not become law. See also Subcommittee on Labor and Labor Management Relations Factors in Successful Collective Bargaining, S. Rep. under S. Res. 71, 82d Cong., 1st Sess., p. 7 (committee print).